

3846

12/31/2000

AGREEMENT

between

AFSCME LOCAL 1015A, AFL-CIO
CROSSING GUARDS

and

CITY OF ST. CLAIR SHORES

January 1, 1998 – December 31, 2000

St. Clair Shores, City of

10/10/10

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AGREEMENT

This Agreement made and entered this 1st day of January, 1998, and between the City of St. Clair Shores (hereinafter referred to as the "Employer") and Local 1015A, affiliated with Council No. 25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City, the Union, the employees and the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's establishing and maintaining proper service.

To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the City, the Union and the employees.

ARTICLE I RECOGNITION

Section 1 – Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of St. Clair Shores does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the City of St. Clair Shores Crossing Guards included in the bargaining union as described below:

All Crossing Guards of the City of St. Clair Shores, excluding Supervisors.

ARTICLE II AID TO OTHER UNIONS

Section 1

During the term of this agreement the City agrees that it will not enter into negotiations with any organization other than the Union concerning the rate of pay, wages, hours of employment, and other conditions of employment for employees covered by this agreement.

ARTICLE III
UNION SECURITY AND CHECK-OFF

Section 1

All employees covered by the terms of this Agreement, and who are members of the Union at the time of its execution, shall be required as a condition of continued employment to either, maintain their membership in the Union, or pay a service fee (equivalent of the amount of regular monthly dues of the Union) to the Union for the duration of this Agreement. Employees shall be deemed to be members of the Union within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership dues.

Section 2

All employees covered by the terms of this Agreement who are not members of the Union shall, as a condition of continued employment and after the expiration of thirty (30) days from the date of the execution of this Agreement, either join the Union or pay a service fee (equivalent to the amount of regular monthly dues of the Union) to the Union for the duration of this Agreement.

Section 3

All employees hired, reinstated or transferred into the Bargaining Unit after the date of execution of this Agreement shall, as a condition of continued employment and after the expiration of ninety (90) days from the date of the commencement of this employment, either join the Union or pay a service fee (equivalent to the amount of the regular monthly dues of the Union) to the Union for the duration of this Agreement. (This does not apply to substitute crossing guards).

Section 4

- (a) Employees may tender the initiation fee and monthly membership dues or service fee by signing the "Authorization for Check-Off" form found in Appendix "A" which is attached to and made a part of this Agreement.
- (b) During the life of this Agreement, and to the extent the laws of the State of Michigan permit, the City of St. Clair Shores agrees to deduct Union membership dues levied in accordance with the constitution and by-laws of the Union or a service fee from the pay of each employee who executes or has executed the "Authorization for Check-Off" form found in Appendix "A".
- (c) Check-Off deductions under all properly executed "Authorization for Check-Off" forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.
- (d) Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.

- (e) Termination of Check-Off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he or she is no longer a member of the bargaining unit. The Local Union will be notified by the City of St. Clair Shores of the name(s) of such employees following the end of each month in which the termination took place.
- (f) Disputes concerning membership: Any disputes arising as to an employee's membership in the Union shall be reviewed by the designated representative of the City and representatives of the Local Union, and if not resolved, may be decided at the final step of the Grievance Procedure.

Section 5

The Union shall indemnify and save the City harmless against any claims, demands, suits and other forms of liability that may arise by reason of the City's compliance with the provisions of Article III of this Agreement.

ARTICLE IV DISCRIMINATION

Section 1

The City will not discriminate against any employee with respect to hours, wages, terms or condition of employment by reason of his or her membership in or participation in the activities of the Union.

Section 2

The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex or national origin.

Section 3

The City agrees to continue its policy of not discriminating against any employee or applicant for employment on the basis of race, creed, color, sex or national origin.

ARTICLE V REPRESENTATION

Section 1

The employee shall be represented by a Steward who shall be a regular seniority employee.

Section 2

The Union shall furnish in writing the name of the Steward upon his election or appointment by the Union.

Section 3

There shall be a Grievance Committee composed of not more than three (3) full-time seniority employees, one of whom shall be the President of the Union. The Union shall furnish the City with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union, together with such changes as they occur.

ARTICLE VI **GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1

Any employee having a Grievance shall first take up the matter with his/her immediate supervisor and/or his/her steward if so desired by the employee. The supervisor shall attempt to adjust the matter and shall respond to the steward or employee within three (3) working days.

Step 2

If the Grievance has not been settled, the Union Steward or the Union Grievance Committee shall present it in writing to the Police Chief within five (5) days after the Supervisor's response is due. The Police Chief shall respond to the Union Steward or the Grievance Committee in writing within five (5) working days.

Step 3

If the Grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the City Manager in writing within five (5) days after the response of the Department Head is due. The City Manager shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Local Union President) within five (5) working days.

Step 4

If the Grievance is still unsettled, either party may request arbitration, within fifteen (15) days after the reply of the City Manager is due, by written notice to the other.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, American Arbitration Association shall act as administrator of the proceedings.

Both the employer and the Union shall have the right to strike two names from the Panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and the proceedings shall be born by the party against whom the arbitration decision is given. However, each party shall be responsible

for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievance Committee: The employee selected by the Union to act as Union Representative shall be known as "steward". The name of the employee selected as steward, and the name of the other Union Representatives who may represent employees shall be certified in writing to the employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The Employer shall meet as required, at a mutually convenient time, with the Union Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

The purpose of Grievance Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues that would improve the relationship between the parties.

ARTICLE VII **GENERAL PROVISIONS**

Pledge against discrimination and coercion: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer Representative against any employee because of Union Membership or because of any employees activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE VIII **INSURANCE**

Employees covered by this Agreement shall be provided, by the Employer, a \$20,000.00 accidental death insurance policy, the premiums for such insurance shall be paid by the City Of St. Clair Shores. The City will provide Worker's Compensation Insurance as required by State Law.

The Employer agrees to maintain the wages of an employee through the first seven days the employee is off work during a worker's compensation injury.

ARTICLE IX DISCHARGE CASES

Section 1

The Employer agrees that an employee shall not be peremptorily discharged from and after the date of this Agreement but that, in all instances in which the Employer may conclude that an employee's conduct may justify suspension or discharge, such employee shall first be suspended. In cases of suspension, the Chief Steward, or in his absence, the District Steward from the district in which the employee worked, shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than seven (7) calendar days and, if the suspension is converted into a discharge, such discharge shall not be made effective until the end of said seven (7) day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his District Steward. The Employer shall decide, during aforementioned seven (7) calendar day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge or that no discipline should have been given.

Section 2

In the event the affected employee believes that his/her discharge under Section 1 above is unjust, the matter may be processed through the Grievance Procedure starting at the Second Step thereof provided he/she files a written grievance at that step after the date of discharge.

Section 3

In the event it should be decided by the Employer or under the Grievance Procedure that the employee was unjustly discharged or excessively disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be the employee's regular rate of pay as of the start of the suspension.

ARTICLE X LAYOFF

- (a) The word "layoff" shall mean a reduction in the work force.
- (b) If it becomes necessary for a layoff, the following procedure shall be mandatory: First, substitutes shall be laid off on a City-wide basis, then permanent employees will be laid off on a City-wide basis according to the actual date he/she started to work permanently. Second, in the event of a layoff of a crossing guard with seniority, then such crossing guard shall be allowed to bump the least senior crossing guard in the bargaining unit on a City-wide basis.
- (c) Employees to be laid off for an indefinite period of time shall be given at least seven (7) calendar days notice. The Local Union President shall receive such list from the City or its representatives of the employees being laid off on the same date the notice is issued to the employees.

ARTICLE XI
RECALL PROCEDURE

- (a) When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the employer shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and is able to do the work.
- (b) Seniority of an employee who is re-employed from a seniority list in the same unit or division that he was laid off from, shall be restored to its status as the date he/she left the service of the Employer.
- (c) Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days form the date of mailing of notice of recall he/she shall be considered a quit. Extensions may be granted in proper cases.

Section 1

Special conferences for important matters will be arranged between the Local President and the City or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the City and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Whenever the word "Agreement" is used in this document, it shall be synonymous with the word "contract".

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto; the employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XII
PAY OF SUBSTITUTE CROSSING GUARDS

A substitute crossing guard shall be paid the same rates as the regular crossing guard.

ARTICLE XIII
WAGES

<u>Wage Effective Date</u>	<u>Crossing Rate</u>	<u>Two Crossings</u>
1/1/98	\$ 8.75	\$ 17.50
1/1/99	\$ 9.00	\$ 18.00
1/1/00	\$ 9.25	\$ 18.50

Each additional crossing will be paid at the crossing rate.

ARTICLE XV
SPECIAL DAYS

Should a school district officially declare that school is closed in that specific district, due to inclement weather conditions or unusual circumstances, school crossing guards scheduled for work on that specified day shall not suffer loss of pay or benefits.

Should a school district be officially closed for "Winter Recess" during the month of February, crossing guards scheduled for work during said "Winter Recess" (not to exceed two (2) days per school year) shall not suffer loss of pay or benefits.

Crossing Guards shall receive five (5) personal leave days per school year. Said day shall not be chargeable and not be accumulative.

ARTICLE XVI
RECORDS DAYS

Should a school district officially declare that school shall be closed for a day to the student body for a "Records Day" (not to exceed three (3) days per school year) and the working staff is scheduled to work said Records Day, the crossing guards scheduled for work that day shall be paid the one crossing rate set forth in Article XIII.

ARTICLE XVII
UNIFORMS – CLEANING ALLOWANCE

The Crossing Guards shall receive a Uniform Cleaning Allowance of \$12.00 per month. The amount is to be paid in a lump sum in the month of July of each year. The uniforms as identified below will be replaced when necessity dictates.

The employees shall be furnished the following items with the appropriate arm patches:

- 1 winter coat
- 1 light jacket
- 2 blouses (summer or winter mixed or matched)
- 1 fluorescent rain coat
- 1 rain hat
- 1 fluorescent vest
- 1 stop sign

All items, other than the clothing, shall remain the property of the City and shall be returned upon the termination of employment.

The City shall on the first payday of the calendar year provide each employee with a clothing allowance of \$80.

ARTICLE XVIII
SENIORITY

Seniority for a Crossing Guard will begin as of the date of her assuming duties at a permanent corner. If and when a new corner post is created, or a vacancy occurs because of a guard's resignation, release or discharge, the Employer shall offer that position to the regular Crossing Guards in order of seniority and the determination of acceptance shall be based on seniority.

If two (2) or more employees assume duties on a permanent corner on the same date then his/her seniority shall be determined by a draw of names from the hat. (Whoever's name is drawn shall be the senior employee).

ARTICLE XIX
COURT APPEARANCES

In cases where a Crossing Guard is required to appear in Court by the City, then such employees shall suffer no loss of pay.

ARTICLE XX
LEAVE OF ABSENCE

An employee shall have the benefit of obtaining a leave of absence up to one (1) year of medical reasons or in special cases approved by the Chief of Police. The employee's seniority shall be maintained but not accumulate during her leave period. The employee can return to the post they had before leave. Subs can fill in until employee returns, up to one (1) year.

ARTICLE XXI
FUNERAL LEAVE

If there is a death in the employee's or spouse's family within the relationship of spouse, children, parents, brothers or sisters, the Employer shall grant the employee three (3) working days leave with pay if the funeral falls within the work week.

ARTICLE XXII
TERMINATION

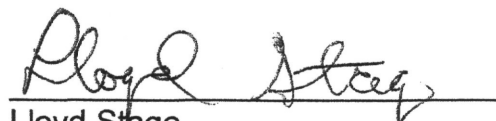
This Agreement shall be effective as of the 1st day of January, 1998, and shall remain in full force and effect until the 31st day of December, 2000. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

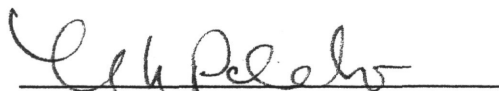
In Witness whereof, the parties hereto have set their hands this 25 day of February, 1998.

FOR THE UNION

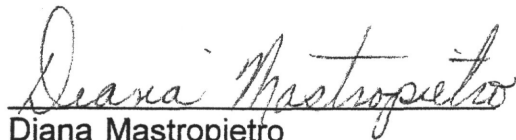
FOR THE City of St. Clair Shores




Lloyd Stage
Staff Representative
AFSCME Council 25



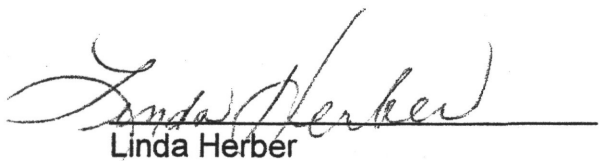
Linda K. Paladino
Assistant City Manager/Personnel Director



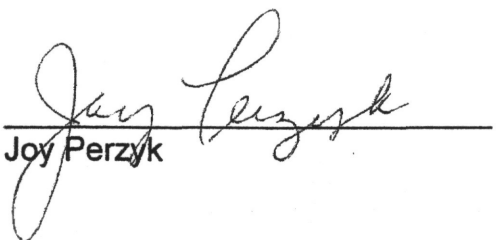
Diana Mastropietro
Local 1015A President



Jack L. Fields
City Clerk



Linda Herber



Joy Perzyk